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TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: FIBICH COVIDIEN SETTLEMENT FUND

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	**$350.00**

OPTIONAL:

Certified Copy	**$ 8.75**

FROM: J. Cullen Byrne, Esq
Name (Printed or typed)

3060 Peachtree Road NW, Suite 225
Address

Atlanta, GA 30305
City, State & Zip

6782873392
Daytime Telephone number

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2016 DEC -1 PM 2:15

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

FIBICH COVIDIEN SETTLEMENT FUND

A Florida **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of FIBICH COVIDIEN SETTLEMENT FUND, a
(Name of Trust)
Florida Trust hereby affirms in order to file or qualify
(State)
FIBICH COVIDIEN SETTLEMENT FUND, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 5613 DTC Parkway, Suite 600, Greenwood Village Colorado 80111, ATTN: Ginger Susman.

3. The registered agent and street address in the State of Florida is:
Christopher E. Diamantis
3500 Financial Plaza, Suite 202, Tallhahassee, FL 32312.

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

Christopher E. Diamantis
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Name: Ginger Susman
Chairman of the Board of Trustees

NOTARY
Leah Boyea
Commission Expires: 04/13/2018

Filing Fee: **$350.00**
Certified Copy: **$ 8.75 (optional)**

LEAH BOYEA
MY COMMISSION EXPIRES
NOTARY PUBLIC
APRIL 13, 2018
FULTON COUNTY, GEORGIA

CR2E063(3/00)

TRUST AGREEMENT

This Trust Agreement (the "Agreement") establishes the Fibich Covdien Settlement Fund (the "Trust") effective this 10/24/16 (the "Effective Date") for the benefit of certain Beneficiaries as designated by the "Pretrial Order #225" dated 10/24/16 as ordered by the US District Court for the District of West Virginia (MDL No. 2187), attached herein at **Exhibit A** and incorporated by this reference (the "Order"). Providio MediSolutions, LLC ("Providio") and Providio Lien Counsel ("PLC") shall serve hereunder as Co-Fund Administrators and Co-Trustees of the Trust created hereby, all of whose duties, obligations and authorities shall be as set forth below. (Providio and PLC collectively in their capacities as Co-Fund Administrators and Co-Trustees shall be referred to from time to time herein as the "Co-Trustees").

WITNESSETH:

WHEREAS, the funds in this Trust are for the benefit of certain beneficiaries (the "Beneficiaries") as designated in the Orders and shall not be deemed available to the Beneficiaries except as provided herein.

WHEREAS, this Trust is irrevocable.

WHEREAS, this Trust is for the sole benefit of the Beneficiaries.

WHEREAS, the Doctrine of Worthier Title and the Rule in Shelley's Case shall not be used to construe the terms and provisions of this Trust.

NOW, THEREFORE, the Co-Trustees agree to hold all of the property conveyed to the Co-Trustees in accordance with the terms of this Agreement and to manage, invest and reinvest said property in trust for the following uses and purposes.

ARTICLE I

Name of Trust

This Trust shall be known as the Fibich Covdien Settlement Fund, hereinafter referred to as the "Trust", and is for the sole benefit of the Beneficiaries during the existence of the Qualified Settlement Fund as established by the Order.

ARTICLE II

Funding of Trust

Pursuant to the Order, the proceeds from the Fund shall be paid directly to the Co-Trustees, to be held herein by the Trust on behalf of the Beneficiaries, together with such moneys, donations and or other types of properties that any other person or persons may hereafter convey to the Co-Trustees to be held under the terms of this Agreement. Additions may be made to the Trust from any source and at any time. The Trust estate may include property other than cash, including, but not limited to, securities, real estate and personal property.

ARTICLE III

Purpose

The purpose of this Trust is to administer the funds paid to the Fund to allow for disbursements from the Fund, to establish structured settlements, and to allow the parties to reach settlement and release agreements.

All payments from this Trust which are made for the benefit of the Beneficiaries are to be direct payments to the Beneficiaries or to a person or persons who supply either goods or services to the Beneficiaries such as the attorneys and providers of litigation services.

The Beneficiaries shall have no interest in either the principal or income of this Trust unless and until such income or principal is actually distributed to said Beneficiaries. While this Trust is in existence, its assets shall in no way be assignable or alienable by the Beneficiaries through any process whatsoever and shall not be subject to garnishment, attachment, levy, or any other legal process of any court from any creditor of the Beneficiaries, nor shall they be an asset in any future bankruptcy of the Beneficiaries.

ARTICLE IV

Disposition of Income and Principal

During the term of this Trust, and notwithstanding anything herein to the contrary, the Co-Trustees are authorized to distribute from time to time, so much of the net income and principal of the Trust, as the Co-Trustees, in the Co-Trustees' sole discretion, shall deem necessary or desirable in order to provide for the Beneficiaries. Any income of the Trust not so distributed shall be added annually to the principal of the Trust. It is not necessary for the Co-Trustees to obtain prior court approval to make any distribution.

ARTICLE V

Distributions After Death of any Beneficiary

Upon the death of an individual beneficiary, the Co-Trustees shall distribute the remaining Trust assets to such persons, in such amounts, and upon such terms, trusts and conditions as the individual beneficiary shall appoint under the terms of his or her Last Will and Testament, Revocable Trust, or other estate planning documents, making specific reference to this power. In the event the individual beneficiary has not executed estate planning documents as mentioned in the preceding sentence, then the remaining Trust assets shall be distributed pursuant to the laws of intestacy. The distribution of Trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for in testate estates of the State of Florida.

ARTICLE VI

Co-Trustees' Powers

In the administration of the Trust created hereunder, the Co-Trustees shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily for and in the interests of the Beneficiaries:

(a) To hold and continue to hold as an investment, the property received hereunder and any additional property which may be received by it, so long as it deems proper.

(b) To engage in activities and to invest in assets which promise to yield a return and result in appreciation but protection of principal.

(c) To rent or lease any property of the Trust for such time and upon such terms and for such price or prices as in its discretion and judgment may seem just and proper and for the best interests of the Trust and the Beneficiaries hereunder, irrespective of the provisions of any statute or of the termination of the Trust.

(d) To sell and convey any of the property (including any stocks or bonds) of the Trust or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as in its discretion and judgment may be deemed for the best interests of the Trust and the Beneficiaries hereunder, and to execute and deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith.

(e) To deduct, retain, expend and payout of any money belonging to the Trust any and all necessary and proper expenses in connection therewith and the conduct of same, and to pay all taxes, insurance premiums and other legal assessments, debts, claims or charges which at any time may be due and owing, by, or which may exist against the Trust.

(f) To vote upon all securities belonging to the Trust, and to become a party to any stockholder's agreements deemed advisable by it in connection with such securities.

(g) To consent to the reorganization, consolidation, merger liquidation, readjustment of or other change in any corporation, company, or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities or other property which may at the time be held by it hereunder and to do any act or exercise any power with reference thereto that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender, or exchange of securities, the entrance into voting trust, and the making of agreements or subscriptions which it may deem necessary or advisable in connection therewith, all without applying to any court, or to otherwise dispose of any securities or any other property which it may so acquire.

(h) To compromise, settle, arbitrate or defend any claim or demand in favor of or against the Trust; to enforce any bonds, mortgages, or other obligations or liens held hereunder; and to enter upon such contracts and agreements to make such compromises or inheritances of debts, claims or controversies as it may deem necessary or advisable.

(i) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, banking fees, investment counsel fees and the like.

(j) To act hereunder through an agent or attorney-in-fact, by and under power of attorney duly executed by the Co-Trustees, in carrying out any of the powers and duties herein authorized.

(k) To lend money to any person or persons upon such terms and in such ways and with such security as it may deem advisable for the best interests of the trusts and the beneficiaries hereunder. To engage in business with the property of the Trust as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenants in the partnership.

(l) To make any division or distribution required under the terms of this Agreement and/or the Orders in kind or in money, or partly in kind and partly in money.

(m) To cause the securities held by it to be registered in the name of a nominee or in the form of street certificates, or in any other form, even though the same may fail to disclose the fact that the same is held in trust, or the terms upon which such property is held.

(n) To freely act under all or any of the powers in this Agreement given to it in all matters concerning the Trust herein created, after forming its judgment based upon all circumstances of any particular situation as to the wisest and best course to pursue in the interests of the Trust and the Beneficiaries hereunder, without the necessity of obtaining the consent or permission of any persons interested therein, or the consent or approval of any court, and notwithstanding that it may also be acting individually, or as trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or maybe interested in connection with the same matters as a stockholder, director, or otherwise; provided, however, that it shall exercise such powers at all times in a fiduciary capacity primarily in the interests of the Beneficiaries hereunder.

(o) To merge one or more trusts into a single trust when, in the opinion of the Co-Trustees, the merger would be in the best interests of the Beneficiaries of the trusts; provided, however, that each trust to be merged must be identical with respect to Beneficiaries, the Co-Trustees then serving, trustee powers, trustee discretion over distribution and/or accumulation of trust income and principal, duration of the existence of the trust, and such other matters as might reasonably be required in order to effect such a merger of the trusts.

(p) To make any and all elections and to exercise any and all options given to it by the Internal Revenue Code as the same may be amended from time to time and any regulations thereunder.

(q) To acquire and retain any property, real or personal, productive or unproductive, of whatsoever nature and wheresoever situated, regardless of whether the particular property be of a kind and quality which would ordinarily be purchased for trust accounts, and regardless of whether such property should constitute a larger portion of the Trust estate than would customarily be deemed advisable or prudent.

(r) To purchase and maintain or improve a home or part of a home where the Beneficiary may reside, including any portion of a residence which may be owned by a relative of the Beneficiary.

(s) To employ and enter into contracts with attorneys, investment counsel, and/or other persons providing care and personal services.

(t) To establish and fund additional trusts, including, but not to be limited to, trusts for the purpose of owning real property and automobiles and trusts for individual law firm inventories ("Sub-QSFs) within the context of a larger litigation for which this QSF is designed.

The powers herein granted to the Co-Trustees may be exercised in whole or in part from time to time and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to the law, and shall include all powers necessary to carry the same into effect.

ARTICLE VII

Principal and Income

The Co-Trustees shall have the power to determine the allocation of receipts and expenses between income and principal, provided such allocation is not inconsistent with the beneficial enjoyment of Trust property accorded to a life tenant or remainderman under the general principles of the laws of trusts, and provided that all rights to subscribe to new or additional stocks or securities and all liquidating dividends shall be deemed to be principal.

ARTICLE VIII

Accounting By Co-Trustees

The Co-Trustees shall maintain accurate accounts and records. Unless waived in writing by the Beneficiaries, the Co-Trustees shall render annual accountings to all current income or principal Beneficiaries, whether discretionary or mandatory and all reasonably ascertainable remainder Beneficiaries who would take if all income interests terminated immediately showing receipts, disbursements and distributions of principal and income. The Co-Trustees shall deliver annual accountings to the counsel of the Beneficiaries described herein on behalf of such Beneficiaries within ninety (90) days after the end of each calendar year. Each such counsel of each Beneficiary shall then be required to deliver to the Co-Trustees, no later than thirty (30) days after such counsel's receipt of the annual accounting or the final accounting, any objections to the accounting, and such counsel shall also forward a copy of such objections to the Co-Trustees's attorney. Any objections must be in writing, must state with particularity the item or items to which the objections are directed, and must state the grounds on which the objections are based. If a counsel files any objections to an accounting on behalf of a Beneficiary, and if the counsel does not file a complaint with the Circuit Court that issued the Orders for the QSF to be formed and schedule the complaint for hearing within ninety (90) days after the filing of the objections with the Co-Trustees, then the objections shall be deemed abandoned; moreover, in the case of a final accounting, the Co-Trustees may distribute the assets of the trust according to the proposed plan set forth in the final accounting. Upon scheduling any such complaint for hearing, such counsel shall provide proper notice of such hearing to all interested persons and parties.

ARTICLE IX

Provisions Regarding Co-Trustees

(a) Except as provided under (f) of this Article IX, if either Co-Trustee shall resign, or cease to act as a Co-Trustee hereunder for any reason whatsoever, then, in that event, the non-resigning Co-Trustee shall appoint a successor Co-Trustee.

(b) A Trustee may resign at anytime by giving thirty (30) days prior written notice to that effect to all Beneficiaries or their representatives entitled to income hereunder. In the event that a successor Co-Trustee is not appointed hereinabove, the resigning Co-Trustee hereunder shall have the right to appoint its successor Co-Trustee within said thirty (30) day period. In the event the resigning Co-Trustee shall fail to appoint a successor Co-Trustee, then in that event, the resigning Co-Trustee hereunder shall have the right to petition a court of competent jurisdiction to appoint a successor Co-Trustee. The resigning Co-Trustee shall continue to serve as Co-Trustee until such time as she has appointed a successor Co-Trustee or a court of competent jurisdiction has appointed a successor Co-Trustee.

Promptly after receiving notice of the appointment of a successor Co-Trustee, the resigning Co-Trustee shall render its final accounting and shall transfer and deliver to such successor Co-Trustee, all trust assets then held by it, whereupon it shall have full and complete a quittance for all assets so delivered and shall have no further duties hereunder. Every successor Co-Trustee appointed hereunder shall possess and exercise all powers and authority herein conferred upon the original Co-Trustees.

Any Trustee serving hereunder may be removed at anytime by the Beneficiaries then collectively receiving a majority of the income of any trust created hereunder. Said Beneficiaries shall give the individual Co-Trustees thirty (30) days prior written notice of their intention to remove said individual Co-Trustees. In the event that the Grantor has not named a successor Co-Trustees, within the said thirty (30) day period the Beneficiaries then collectively receiving a majority of the income of any trust created hereunder shall petition a court of competent jurisdiction to appoint a successor individual Co-Trustees. In the event the Beneficiaries shall fail to petition a court of competent jurisdiction to appoint a successor individual Co-Trustees, then in that event, the then serving individual Co-Trustees shall continue to serve as Co-Trustees until a court of competent jurisdiction has appointed a successor individual Co-Trustees.

(c) A successor Trustee hereunder shall have no responsibility or accountability for the acts of a predecessor Trustee; the successor's responsibility and accountability shall be limited to those assets or properties, record title to which is in the name of the predecessor Trustee and shall commence on the date when the successor Trustee assumes custody of those assets.

(d) Any Trustee hereunder shall be liable only for his own willful breach of trust or gross negligence in the exercise of her, his or its duties and not for any honest error in judgment.

(e) If for any reason the Co-Trustees are unwilling or unable to act as Co-Trustees as to any property which shall be subject to administration in another state, such person or qualified corporation as the Beneficiaries then receiving a majority of the income from the trust established herein shall from time to time designate in writing, shall act as Co-Trustees as to such property. Each Co-Trustee so acting shall exercise the powers granted by this Agreement only upon the direction of the other Co-Trustees or Trustees, then serving hereunder. Any person or corporation so acting as Co-Trustees pursuant to the provisions of this section (e) may resign at any time by giving written notice to the other Co-Trustees or Trustees then acting hereunder. The net income and proceeds from the sale of any part or all of the property in any other state shall be remitted to the other Co-Trustees or Trustees acting hereunder to be administered under this Agreement.

(f) Notwithstanding anything herein to the contrary, Providio shall have the right to modify, or amend this Article IX of this Agreement concerning the succession and appointment of Trustees. This power to amend this Article IX includes the authority to replace a Co-Trustees, even if said Co-Trustees are currently serving in the capacity as Co-Trustees of this Agreement. Under no condition shall any of the Beneficiaries be permitted to serve as Co-Trustees of this Agreement.

ARTICLE X

Compensation of Co-Trustees

(a) Any individual serving as a Trustee of any trust created pursuant to this Agreement shall be entitled to receive reasonable compensation for her or his services as such but may, at his or her election in writing, waive such compensation.

(b) For its services hereunder, any Corporate Trustee shall be entitled to receive reasonable compensation in accordance with its rate schedule in effect from time to time and applicable to the handling of an express inter vivos trust but may, at its election in writing, waive such compensation.

ARTICLE XI

Additional Property

Any person, other than the Beneficiary, shall have the right at any time and from time to time to add life insurance policies and other property to the trusts hereby created, by transferring, assigning, selling, conveying, devising or bequeathing any such insurance and property to the Co-Trustees, to be held by it under this Agreement; and, if so added, the proceeds of such policies and such property shall be governed by the provisions hereof, the same as if originally included hereunder.

ARTICLE XII

Situs

The initial situs of the Trust shall be Florida. The situs may be changed at any time to any jurisdiction (within or without of the United States), as the Co-Trustees may determine in the Co-Trustees' sole discretion. The Co-Trustees shall not be required to seek court approval to make the change in the Trust situs, or to qualify or account to any court of any jurisdiction in exercising this power.

ARTICLE XIII

Spendthrift Provision

The interest of any beneficiary under the Trust, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by said beneficiary and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of said beneficiary's creditors, spouse, or others.

ARTICLE XIV

Tax Provisions

The Trust is intended to be treated for U.S. federal income tax purposes as a "qualified settlement fund" as described within the QSF Regulations. Accordingly, for all U.S. federal income tax purposes the transfer of assets to the Trust will be treated as a transfer to a trust satisfying the requirements of the QSF Regulations, for distribution to the Beneficiaries.

The Co-Trustees hereunder shall file such income tax and other returns and statements and timely pay all taxes required to be paid from the assets in the Trust as required by law and in accordance with the provisions of this Agreement.

The Trust may withhold from any amounts distributable at any time to the Beneficiaries such sum or sums as may be necessary to pay any taxes or other charges which have been or may be imposed on the Trust or the Beneficiaries under the income tax laws of the United States or of any state or political subdivision or entity by reason of any distribution provided for herein, whenever such withholding is required by any law, regulation, rule, ruling, directive or other governmental requirement.

The Co-Trustees in the exercise of their discretion and judgment, may enter into agreements with taxing or other authorities for the payment of such amounts as may be withheld in accordance with the provisions of this Agreement. Notwithstanding the foregoing, but without prejudice to the Trust's rights hereunder, the Beneficiaries shall have the right with respect to the United States or any state or political subdivision or entity to contest the imposition of any tax or other charge by reason of any distribution hereunder.

The Beneficiaries shall execute any letters, powers of attorney or other documents required or requested by the taxing authority in order to allow payment of any refund to the Co-Trustees.

Notwithstanding anything herein to the contrary, the Beneficiaries shall have the power to reacquire the Trust corpus by substituting other property of an equivalent value.

ARTICLE XV

Miscellaneous

Throughout this Agreement, except where the context otherwise requires, the masculine gender shall be deemed to include the feminine and vice versa, the neuter gender shall be deemed to include the masculine and/or feminine gender where appropriate, and the singular shall be deemed to include the plural and vice versa.

ARTICLE XVI

Bond

Any individual person, or persons, appointed to act as a Trustee, or successor Trustee, under this Trust Agreement, except Providio, Susman, or any Corporate Trustee authorized to engage in the trust business, before entering into his duties, as Trustee, shall execute a bond payable to the Trust estate with an authorized surety company as surety, to secure the faithful performance of a Trustee's duties. The bond shall be in an amount not less than the value of the Trust estate and the probable value of one year's annual income. The cost of the bond shall be borne by the Trust, chargeable either to principal or income as Trustee, in its discretion shall determine. The bond shall be renewed annually. Providio and Susman shall be the only Trustees under this Trust not required to execute a bond to secure the faithful performance of their duties as Co-Trustees.

ARTICLE XVII

Irrevocability

This Trust and any additional trusts hereby created shall be irrevocable. All of the parties hereto expressly waive all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source, to alter, amend, revoke or terminate the Trust or any of the terms of this Agreement in whole or in part.

Notwithstanding the irrevocability of this Trust Agreement, this Agreement may be amended from time to time to affect its purposes and intent. The Co-Trustees may also, but are not required to, amend this Agreement, so that it conforms with any statutes, rules or regulations that are approved by any governing body or agency relating to 42 U.S.C. §1396p(d)(4) or related statutes including state statutes and regulations that arc consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C.§1396p(d)(4).

ARTICLE XVIII

Termination

This Trust shall terminate on the earlier of the date (1) it no longer satisfies the establishment requirement or (2) it no longer has assets and will not receive any more transfers.

IN WITNESS WHEREOF, and pursuant to the Courts' approval and establishment of this Agreement, the Co-Trustees have affixed their signatures below in acknowledgment of its agreement to abide by the terms and conditions hereof as of the Effective Date.

Providio MediSolutions, LLC

By:____________________
Name: Ginger Susman, Esq.
Its: President

Providio Lien Counsel, LLC

By:____________________
Name: Ginger Susman, Esq.
Its: President

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

CHARLESTON DIVISION

IN RE: C.R. BARD, INC. PELVIC REPAIR SYSTEMS PRODUCTS LIABILITY LITIGATION	))))	**MDL NO. 2187**

PRETRIAL ORDER # 225
(Order Re: Qualified Settlement Fund
Fibich Leebron Copeland Briggs & Josephson)

Pending is an Unopposed Motion for Approval of Qualified Settlement Fund, filed October 14, 2016. [ECF No. 2550]. Fibich Leebron Copeland Briggs & Josephson ("Fibich"), as counsel for certain Plaintiffs in this MDL 2187, have moved the Court for entry of an Order to aid in the efficient processing and administration of a confidential settlement agreement (the "Settlement Agreement") between Fibich and Covidien LP and their related and affiliated entities ("Covidien") as defined in the Settlement Agreement, (collectively, the "Parties") to resolve the claims of those certain Plaintiffs against Covidien, relating Covidien pelvic mesh products.

In particular, the Motion seeks an Order (1) approving the escrow agreement ("Fibich Covidien Escrow Agreement"), attached hereto as **Exhibit A**, which forms a settlement escrow account named the Fibich Covidien Settlement Fund ("Settlement Escrow") pursuant to the terms of the Settlement Agreement and the Fibich Covidien Escrow Agreement established under the Settlement Agreement, (2) retaining continuing jurisdiction and supervision over the Settlement Escrow, and (3) determining that the Settlement Escrow is a "qualified settlement fund" within the meaning of section 468B of the Internal Revenue Code of 1986, as amended ("Code") and Treasury Regulation sections 1.46B-1, et seq. (Regulations").

The Unopposed Motion also requests that other pelvic mesh settlements be afforded the opportunity to be efficiently administered using the same process such that Sub-Accounts be created, per settlement with different defendants, using a single qualified settlement fund, for the certain Plaintiffs represented by Fibich to minimize maintenance costs, as being in the best interests of Plaintiffs.

The Court, having reviewed the Motion and the Fibich Covidien Escrow Agreement, and finding good and sufficient cause therefore, hereby **FINDS** and **ORDERS** as follows:

(1) The Motion is **GRANTED**;

(2) The terms of the Fibich Covidien Escrow Agreement are hereby approved;

(3) The Settlement Escrow constitutes a qualified settlement fund within the meaning of section 468B of the Internal Revenue Code of 1986 as amended (the "Code") and Treasury Regulation sections 1.46B-1 *et seq*;

(4) The Court will retain continuing jurisdiction and supervision over the Settlement Escrow, in accordance with the terms of the Fibich Covidien Escrow Agreement;

(5) The Court approves the designation of Esquire Bank, as the Custodian Bank that will hold the funds subject to the Escrow Agreement;

(6) Further, the funds held by the Custodian, and managed by the QSF Escrow Administrator shall only be disbursed by the Administrator pursuant to and in conformity with the terms and conditions of the Escrow Agreement and Settlement Agreement, which include provisions for payments into MDL funds as appropriate.

(7) The QSF Escrow Agent is granted the authority to take any actions consistent with the Escrow Agreement and Settlement Agreement.

(8) The QSF Escrow Agent shall have the authority to conduct any and all activities necessary to administer the Settlement Escrow.

(9) Settlements for Fibich Plaintiffs may use a single qualified settlement fund to consolidate tax reporting, tax return preparation, and to minimize maintenance costs, using separate Sub-Accounts for pelvic mesh products manufactured by those separate defendants, beginning with Covidien, listed in the Unopposed Motion.

The court DIRECTS the Clerk to file a copy of this order in 2:12-md-2187 and it shall apply to each member case, *where applicable*, previously transferred to, removed to, or filed in this district, which includes counsel in all member cases up to and including civil action number 2:16-cv-09813. In cases subsequently filed in this district, a copy of the most recent pretrial order will be provided by the Clerk to counsel appearing in each new action at the time of filing of the complaint. In cases subsequently removed or transferred to this court, a copy of the most recent pretrial order will be provided by the Clerk to counsel appearing in each new action upon removal or transfer. It shall be the responsibility of the parties to review and abide by all pretrial orders previously entered by the court. The orders may be accessed through the CM/ECF system or the Court's website at www.wvsd.uscourts.gov.

ENTER: October 24, 2016

JOSEPH R. GOODWIN
UNITED STATES DISTRICT JUDGE

EXHIBIT A

FIBICH COVIDIEN
ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter referred to as "***Escrow Agreement***") is entered into for the purpose of administering settlement proceeds through a settlement escrow account ("***Settlement Escrow***") established as a qualified settlement fund to resolve tort claims as part of a settlement process for certain individuals' confidential settlements arising out of injuries related to their Covidien pelvic implants and all other Claims as defined in a Master Settlement Agreement (the "***MSA***") between and among Covidien LP, and their related and affiliated entities (collectively, "***Covidien***") and the law firm of Fibich, Leebron, Copeland, Briggs & Josephson, on behalf of certain claimants ("***Claimants***") represented by Fibich and/or counsel associating with Fibich for purposes of participating in the Agreement (collectively, "***Fibich***" and/or "***Claimants' Counsel***"). The MSA, in part, provides for the creation of a qualified settlement fund to resolve or satisfy all claims and complete all payment obligations identified in the MSA. This Escrow Agreement and the Settlement Escrow account was approved in Pretrial Order ____, as a qualified settlement fund, by the U.S. District Court, S. District West Virginia, Charleston Division, in In Re: C.R. Bard Pelvic Repair Systems Product Liability Litigation, MDL No. 2187 (the "***Court***").

This Agreement, established to create the Settlement Escrow account, to hold the total settlement proceeds payable under the terms of the MSA separate from any other settlement escrow accounts to be established by Fibich is made and entered into, on the last date signed below, by and among Fibich, Leebron, Copeland, Briggs & Josephson on behalf of Claimants and Esquire Bank, in its capacity as the Depository Bank (the "Bank") and, Providio MediSolutions, LLC in its capacity as administrator pursuant to this Escrow Agreement (the "Administrator").

<u>RECITALS</u>

WHEREAS, Covidien and Fibich have reached a confidential settlement agreement to fully, finally, and forever resolve, discharge, and settle all cases and/or claims asserted by the Claimants (such confidential settlement agreement, including any amendments thereto, the "Settlement Agreement");

WHEREAS, this Escrow Agreement sets forth the terms and conditions whereby the funds that Covidien deposits, or causes to be deposited, into the escrow account (the "Settlement Escrow"), to be known as the "Fibich Covidien Settlement Fund," established pursuant to this Escrow Agreement will be retained, invested, and distributed therefrom to effectuate the terms of the Settlement Agreement;

WHEREAS, the Settlement Agreement contemplates that the Settlement Escrow shall be, and shall be operated as, a "qualified settlement fund" within the meaning of Section 1.468-B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code (the "Treasury Regulations");

WHEREAS, the Settlement Escrow will be formed according to Court order and will be subject to the continuing jurisdiction of the United States District Court for the Southern District of West Virginia Charleston Division (the "Court"); and

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

I. PURPOSE OF THE ESCROW AGREEMENT

The purpose of this Escrow Agreement shall be to facilitate the performance of the deposit and payment obligations and related obligations set forth in the Settlement Agreement.

II. APPOINTMENT OF DEPOSITORY BANK

Esquire Bank is hereby appointed to act as The Bank in accordance with the terms hereof, and Esquire Bank hereby accepts such appointment. The Bank shall have all the rights, powers, protections, duties, and obligations expressly provided herein.

III. APPOINTMENT OF ADMINISTRATOR

Providio MediSolutions, LLC, is hereby appointed to act as Administrator in accordance with the terms hereof, and Providio MediSolutions, LLC hereby accepts such appointment. The Administrator shall serve as the "administrator" of the Settlement Escrow as "qualified settlement fund" within the meaning of Treasury Regulation section 1.468B-2(k)(3), and shall have all such additional rights, powers, protections, duties, and obligations expressly provided herein.

IV. ACCOUNTS WITHIN SETTLEMENT ESCROW

The Settlement Escrow shall initially be comprised of one account (the "Account"), to be used solely for such purposes as are set forth in Section I above. With approval of Claimants' Counsel, the Administrator may direct the Bank to establish one or more additional Accounts and/or sub accounts for purposes of this Escrow Agreement.

V. DEPOSITS INTO SETTLEMENT ESCROW

A. Deposit of Assets. Defendant shall deposit, or cause to be deposited, into the Settlement Escrow only such settlement consideration, and at such time, as provided in the Settlement Agreement (the "Settlement Amount"), and further provided that all deposits shall be made in immediately available funds. The Settlement Amount that Defendant deposits, or causes to be deposited, into the Settlement Escrow pursuant to this Section V shall be held in the Settlement Escrow until such time as the Bank receives instructions pursuant to Section VI to distribute such amounts from the Settlement Escrow. The amount of all deposits into the Settlement Escrow, and the interest, net realized gains, and other earnings accrued on such deposits, (regardless of in which Accounts such amounts are held) are collectively referred to herein as the "Escrowed Funds".

B. Acceptance of Assets. To further the purposes of this Escrow Agreement, the Bank agrees to accept the Settlement Amount that Defendant deposits, or causes to be deposited, into the Settlement Escrow and shall deposit such amount into the Settlement Award Account, and any earnings thereon, and the Bank and the Administrator assume such liability and responsibility for the administration and distribution of the Escrowed Funds, in accordance with and subject to the terms of this Escrow Agreement.

VI. DISTRIBUTION OF ESCROWED FUNDS; TRANSFERS BETWEEN ACCOUNTS

A. Distribution of Escrowed Funds. The Parties acknowledge that the Escrowed Funds are to be distributed solely in the manner, at the times, as set forth in this Escrow Agreement.

1. Pursuant to Section II.G.1 of the Settlement Agreement, issue payment to the Special Master.

2. Upon the completion by Claimants of the prerequisites to disbursement set forth in the Settlement Agreement, and further upon such schedule as mutually agreed upon by Claimants' Counsel and the Administrator, the Administrator shall direct the Bank in writing, to:

a. transfer from the Account to specific lien holders the amount directed by the lien resolution administrator for each Claimant;
b. hold back in the Account, for each Claimant, the applicable fees for the services of the Administrator and the lien resolution administrator; and
c. from the Account, distribute the remainder for each Claimant to Claimants' Counsel (for their attorney fees and expenses as well as each Claimant's net settlement monies), as applicable .

3. Upon written direction from the Administrator, the Bank shall pay from the Account to the Administrator and lien resolution administrator respectively the specified amounts for any fees owed to Administrator and the lien resolution administrator (as approved by Claimants' Counsel).

4. All interest or investment income earned on the Account shall inure to the benefit of the Claimants. Upon distribution of all funds described above, any remaining funds due to accrued interest and/or investment income shall be distributed to the Administrator to be applied first to the cost of winding up the Settlement Escrow (including, without limitation, filing the final tax return for the Settlement Escrow) and, if there is a balance after

the wind up, it shall be retained by Administrator pursuant to Section X below.

VII. DISTRIBUTIONS FOR QUALIFIED STRUCTURED SETTLEMENTS

A. Qualified Structured Settlements. Provided that the requirements of Section VI have been met, the Bank shall, at the election of a Claimant and/or Claimants' Counsel (for the purposes of this Section VII, a "Qualified Structured Settlement Electing Party"), and upon written instruction of the Administrator, distribute to a Qualified Assignee (as defined in Section VII.A.1) specified amounts which would otherwise be distributed to Claimants and/or Claimants' Counsel pursuant to Section VI, for purposes of funding a Qualified Structured Settlement, provided that the following requirements are satisfied:

1. Each Qualified Structured Settlement shall meet the requirements of section 130 of the Code, pursuant to which (a) the Administrator, on behalf of the Settlement Escrow, agrees to pay amounts otherwise payable in a lump sum to Claimants' Counsel, as agent of the Claimants, in the form of periodic payments over time ("Periodic Payments"), conditioned upon the Administrator's "qualified assignment"(as defined under section 130(c) of the Code) ("Qualified Assignment") of such Periodic Payments obligation to an assignee (the "Qualified Assignee"); and (b) the Qualified Assignee then becomes the sole obligor with respect to the Periodic Payment and funds the obligation to make Periodic Payments through the purchase of one or more qualified funding assets (a "Qualified Funding Asset" as defined under section 130(d) of the Code) which relate to the Periodic Payment obligations, provided that all such Qualified Funding Assets must be issued by a life insurance company that is rated A+ or better by A.M. Best Company. Further, such Qualified Assignee (a) shall be the sole owner of the Qualified Funding Asset and shall have all rights of ownership therein; and (b) must not be related (within the meaning of Code sections 267(b) and 707(b)(1)) to the Bank, the Administrator or Defendant (including to any liability insurance carrier for either the Bank, the Administrator or Defendant), and provided further that any such Qualified Assignee must neither be controlled by nor control, directly or indirectly, the Settlement Escrow.

2. The Bank shall not distribute any such amounts with respect to such Qualified Structured Settlement until such time as the Administrator has assigned all obligations to make Periodic Payments to the Qualified Assignee through the Administrator's execution of a qualified structured settlement assignment and release form which (a) has already been properly executed by all other required parties to the Qualified Structured Settlement, and (b) contains no language inconsistent with this Escrow Agreement, the Settlement Agreement or the Release.

3. The Qualified Assignee shall be the sole party to whom the Administrator, the Bank or the Settlement Escrow owes the obligation to pay the amount being used to fund the Qualified Structured Settlement for all purposes, including, as applicable, section 130(c) of the Code or Treasury Regulation section 1.461-4(g)(1)(ii), and, upon such Qualified Assignment by the Administrator and payment of the amount used to fund the Qualified Structured Settlement from the Settlement Escrow to the Qualified Assignee, the Qualified Structured Settlement Electing Party irrevocably releases and discharges, and gives up any right, under any circumstances, to seek from the Administrator, the Bank, the Settlement Escrow or the Released Parties (as such term is defined in the Settlement Agreement) (a) any further payments with regard to the Qualified Structured Settlement, including in any circumstances where, for any reason, the applicable party fails to receive all the future Periodic Payments at any time, (b) any further payments with respect to any action of the Administrator, the Bank, the Settlement Escrow or the Released Parties, related to the Qualified Structured Settlement, as well as (c) any further payments regarding any tax, financial or other consequences of the Qualified Structured Settlement.

4. The Qualified Structured Settlement Electing Party shall, as part of the Qualified Structured Settlement, further agree to the following terms:

   a. The Qualified Assignee may have any the insurance or annuity company which has issued the Qualified Funding Asset mail payments directly to the appropriate payee; provided, further, that the Structured Settlement Electing Party shall be responsible for maintaining a current mailing address for the appropriate payee with each insurance or annuity company.

   b. With respect to any Periodic Payments, the Qualified Structured Settlement Electing Party acknowledges and agrees that:
      (i) None of the Periodic Payments may be accelerated, deferred, increased, or decreased by the Qualified Structured Settlement Electing Party or by any payee;
      (ii) Neither the Qualified Structured Settlement Electing Party nor any payee shall have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise; and
      (iii) The obligation of any Qualified Assignee to make the Periodic Payments shall be no greater than that of the Bank immediately preceding the assignment of the Periodic Payment obligation.

VIII. INVESTMENT OF ESCROWED FUNDS

A. Investment; Preservation of Principal. As directed in writing by the Administrator (in a form to be agreed in by the Administrator and the Bank), the Bank shall invest and reinvest from time to time the Escrowed Funds in: (i) United States Agency or Treasury issued securities or obligations (or a mutual fund invested solely in such instruments); (ii) cash equivalent securities including commercial paper or short term notes with a minimum rating of A-1/P-1/AA SEC registered money market funds and collateralized money market accounts; (iii) interest bearing and non-interest bearing corporate accounts subject to Federal Depository Insurance Corporation guarantees; and/or (iv) certificates of deposit subject to Federal Depository Insurance Corporation guarantees which may be held in the custody account or at the issuer bank, either individually or through use of the Certificate of Deposit Account Registry Service ("CDAR") pursuant to a CDARS Deposit Placement Agreement with the custody bank. The Administrator shall be responsible for any and all investment related decisions pursuant to these terms and conditions, such that the following investment policy is implemented: (i) safety of principal; and (ii) zero bank balance exposure. Any investment losses realized by investment of Escrowed Funds or any portion thereof shall be charged to the Escrowed Funds. To the extent the Bank invests any funds in the manner provided for in this Section VIII, the Bank and Administrator shall not be liable for any loss(es) which may be incurred by reason of any such investment (or reinvestment).

B. Use of Interest or Investment Income. All interest on or income realized by investment of the Escrowed Funds or any portion hereof shall be accumulated and added to the Escrowed Funds, and shall be disbursed in accordance with Section VI.

IX. TAX MATTERS

A. Settlement Escrow Account as a Qualified Settlement Fund. The Settlement Escrow is structured and shall be operated in a manner so that it qualifies as a "qualified settlement fund" under section 468B of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation sections 1.468B-1, *et seq*. Specifically, (1) the establishment of the Settlement Escrow under the terms and conditions of this Escrow Agreement is subject to Court approval, and no deposits into or distributions from the Settlement Escrow shall be made until such Court approval is obtained; (2) the Settlement Escrow is subject to the continuing jurisdiction and supervision of the Court; (3) the Settlement Escrow is established to resolve or satisfy claims of alleged tort or violation of law arising out of implantation of one or more C.R. Bard Pelvic Repair System Products; and (4) the Settlement Escrow is an escrow account, and its assets are, and will be, segregated from the general assets of Defendant and deposited herein. The Settlement Escrow is composed of the Accounts, which together constitute a single qualified settlement fund. Consistent with the terms of the Settlement Agreement and this

Escrow Agreement, the Administrator shall take all actions, and the Bank agrees to make the Settlement Escrow take all actions necessary to create and maintain the Settlement Escrow's status as a qualified settlement fund, and the Administrator and Bank agree not to take any action that will adversely affect the qualification of the Settlement Escrow as a qualified settlement fund. The Administrator shall serve as the "administrator" within the meaning of Regulation Section 1.468B-2(k)(3).

B. Tax Preparation, Payment, Reporting, and Withholding Requirements. In its role as "administrator" of the Settlement Escrow within the meaning of Treasury Regulation section 1.468B-2(k)(3), the Administrator shall be responsible for the timely and proper performance of the undertakings specified herein and in the regulations promulgated under section 468B of the Code, including, but not limited to, the obtaining of an employer identification number for the Settlement Escrow; the filing of all required federal, state or local tax and information returns, including in accordance with the provisions of Treasury Regulation section 1.468B-2(k)(l); any required withholding of tax; the payment of any federal, state or local taxes (including estimated taxes) and associated tax-related penalties and interest for which the Settlement Escrow may be liable,; responding to any questions from or audits regarding such taxes by the Internal Revenue Service or any state or local tax authority; and compliance with any other tax-related requirements. The Administrator may retain and compensate independent, certified public accountants to consult with and advise the Administrator with respect to the preparation of any and all appropriate income tax returns, information returns or compliance withholding requirements. In no event shall Defendant have any liability or responsibility for any amounts payable or withholdable from the Settlement Escrow pursuant to this Section IX.

C. Savings Provision; Failure to Qualify as a Qualified Settlement Fund.

1. Notwithstanding anything herein to the contrary, in the event that any portion of this Settlement Escrow shall at any time be considered cause for the Settlement Escrow to fail to qualify as a qualified settlement fund section 468B of the Code together with any and all Treasury Regulations and Internal Revenue Service Rulings, Notices, Announcements, directives, and guidance thereunder, such offending portion of this Escrow Agreement shall be considered null, void, and of no effect, without any action by any court or by the Administrator, so that this Settlement Escrow continues to qualify as a qualified settlement fund in compliance with section 468B of the Code and the applicable administrative authority and announcements thereunder. In the event that this Section IX.C applies to render an offending Section null, void, or of no effect, the remainder of this Escrow Agreement shall not be affected thereby, and each remaining term and Section of the Agreement shall be valid and enforced to the fullest extent permitted by law.

2. Notwithstanding any effort, or failure, of the Administrator, the Bank, and the other Parties to treat the Settlement Escrow as a "qualified settlement fund" within the meaning of section 1.468B-1 of the Treasury Regulations effective as of the date hereof, any additional tax liability, interest, penalties or other tax-related losses of any kind (such tax liability, interest, penalties and/or losses hereinafter collectively referred to as "Tax Detriments") incurred by Defendant resulting from income earned by the Settlement Escrow shall be reimbursed from the Settlement Escrow in the amount of such Tax Detriments upon Defendant's written request to the Bank.

X. ADDITIONAL MATTERS RELATING TO DUTIES, LIABILITIES, AND RIGHTS OF BANK AND ADMINISTRATOR

A. Compensation. Administrator will be paid $150/Claimant plus accrued interest (if any) on the Settlement Funds for its services and will be promptly reimbursed such fees, costs, and expenses incurred in connection with the performance of its respective duties and obligations hereunder. All such fees, costs, and expenses shall be paid on behalf of each Claimant out of their respective Escrowed Funds as set forth in Section VI.

B. Preparation of Financial Statements and Audited Financial Records. The Administrator shall keep records of distributions from and transfers within the Settlement Escrow that reflect how those distributions and transfers link to each of the Claimants and Claimants' Counsel. The Administrator shall, upon request, within ten days of any such request, produce financial statements for the Settlement Escrow, including receipts, disbursements and earnings. On a quarterly basis, no later than ten business days after the close of each calendar quarter, provide, the Administrator shall provide via email or other electronic method financial statements, showing all receipts, disbursements, and earnings of the Settlement Escrow.

C. No Implied Duties. This Escrow Agreement expressly and exclusively sets forth the respective duties, responsibilities and obligations of the Bank and Administrator with respect to any and all matters pertinent hereto and no additional duties, responsibilities, or obligations shall be read into this Escrow Agreement. It is further understood that the duties of the Bank set out herein are ministerial in nature and are not discretionary.

D. Indemnification. The Bank and the Administrator, as well as their respective officers, directors, employees and agents (collectively, "Indemnified Parties") shall be indemnified by the Escrowed Funds, and held harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by the Bank and the Administrator, respectively, providing advice to it on this Escrow Agreement) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by the Indemnified Parties or any other cause, in any case in connection with the acceptance of, or performance or non-performance by the Indemnified Parties of, any of the Indemnified Parties' duties under this Escrow Agreement, except as a result of the Indemnified Parties' bad faith, willful misconduct or gross negligence. Provided, however, that this provision does not give the Indemnified Parties any rights against Defendant, which shall have no obligation or responsibility with respect to the Indemnified Parties, and no responsibility or liability with respect to the actions, duties, or responsibilities of the Indemnified Parties.

E. Reliance. The Bank and/or the Administrator shall have the right to rely upon any affidavit, certificate, letter, notice, electronic mail or other document believed by such party to be genuine and sufficient, and upon any other evidence believed by such party, in its reasonable judgment, to be genuine and sufficient, which may be provided to either of such parties by Claimants' Counsel.

F. Resignation and Removal of Bank; Appointment of Successor.

1. Resignation and Removal. The Bank or any successor may resign by a written notice delivered to Claimants' Counsel specifying the effective date of such resignation, which date shall not be earlier than ninety (90) calendar days following the receipt by Claimants' Counsel of the notice of resignation. Such resignation shall take effect on the date specified on the notice of resignation, unless a successor agent has been appointed in accordance with the provisions of this Section X.F and has accepted such appointment on an earlier date, in which case such resignation shall take effect immediately upon receipt by such successor Bank of the Escrowed Funds. The Bank may be removed by the joint action of Settlement Counsel, with or without cause at any time upon thirty (30) days' prior written notice to Bank, which notice may be waived by Bank, and the Bank's removal shall be effective upon the expiration of such thirty (30) days or upon the Bank's waiver of such notice.

2. Appointment of Successor. If at any time Bank shall resign, be removed, or otherwise become incapable of acting as Bank pursuant to this Escrow Agreement, or if at any time a vacancy shall occur in the office of Bank for any other cause, a successor agent shall be appointed by Claimant's Counsel by a written instrument delivered to the successor agent. Upon the appointment and acceptance of any successor agent hereunder, the former Bank shall transfer the Escrowed Funds to its successor.

G. Resignation and Removal of Administrator; Appointment of Successor.

1. Resignation and Removal. The Administrator or any successor may resign by a written notice delivered to Claimants' Counsel specifying the

effective date of such resignation, which date shall not be earlier than sixty (60) days following the receipt by Claimants' Counsel of the notice of resignation. Such resignation shall take effect on the date specified on the notice of resignation, unless a successor has been appointed in accordance with the provisions of this Section X.G and has accepted such appointment on an earlier date. The Administrator may be removed by the joint action of Claimants' Counsel, with or without cause at any time upon thirty (30) days' prior written notice to the Administrator, which notice may be waived by Administrator, and the Administrator's removal shall be effective upon the expiration of such thirty (30) days or upon the Administrator's waiver of such notice.

2. Appointment of Successor. If at any time the Administrator shall resign, be removed, or otherwise become incapable of acting pursuant to this Escrow Agreement, or if at any time a vacancy shall occur in the office of Administrator for any other cause, a successor shall be appointed by Claimants' Counsel by a written instrument delivered to the successor.

XI. TERMINATION OF SETTLEMENT ESCROW ACCOUNT

The Settlement Escrow will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of Section VI (the "Termination"). Upon Termination of the Settlement Escrow in accordance with this Section XI, Bank shall be relieved of any and all further obligations and released from any and all liability under this Escrow Agreement, except as otherwise specifically provided herein.

XII. MISCELLANEOUS

A. Notices. Any notice of other communication hereunder must be given in writing and either: (i) delivered in person; (ii) transmitted by telefax or other telecommunications mechanism, provided that any notice to be given is also mailed as provided in clause (iii); (iii) mailed by registered, express, or certified mail, postage prepaid return receipt requested; or (iv) delivered by a generally recognized courier or messenger service that provides written acknowledgement of receipt by addressee, postage prepaid as follows:

If to Claimants' Counsel, to:

Erin Copeland
Fibich Leebron Copeland Briggs & Josephson
1150 Bissonnet St.
Houston, TX 77005
Office: (713) 751-0025
Email: ecopeland@fibichlaw.com

If to the Bank, to:

Ave M Doyle
Senior Vice President
Esquire Bank
320 Old Country Rd
Garden City, NY 11530
Ave.doyle@esqbank.com
516-535-2002

If to the Administrator, to:

Jeff Bowers
Providio MediSolutions, LLC
5613 DTC Parkway, Suite 700
Greenwood Village, CO 80111
Office: 877-253-3120 x1501
Fax: 866-862-3628
jbowers@providiollc.com

or to such other address or to such other person as any Party shall have last designated by notice to the other Party. Each such notice or other communication shall be deemed received hereunder; (1) if given by telecommunication, when transmitted to the applicable number as specified in (or pursuant to) this Section; (2) if given by mail or courier service, three business days after such communication is dispatched, addresses as aforesaid; or (3) if given by any other means, when actually received at such address.

B. Jurisdiction. The Parties acknowledge that the Court shall retain jurisdiction over the implementation, enforcement, and performance of this Escrow Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Escrow Agreement or to the applicability of this Escrow Agreement shall be governed by and interpreted according to the substantive laws of the State of Colorado without regard to its choice of law or conflict of laws principles.

C. Entire Agreement. This Escrow Agreement constitutes the entire agreement and understanding of the Parties hereto in respect of the matters discussed herein. Any modification of this Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. This Escrow Agreement shall be construed so as to be consistent with the terms of the Settlement Agreement and, in the event of any conflict between the terms of this Escrow Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

D. Assignment. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but will not be assignable, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party.

E. Sections and Other Headings. Sections or other headings contained in this Escrow Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Escrow Agreement.

F. Amendments; Waivers. All Parties must approve any amendment to this Escrow Agreement in writing. Any waiver of any right or remedy provided for in this Escrow Agreement requires the consent of the Party waiving such right or remedy. Every amendment or waiver of any provision of this Escrow Agreement must be made in writing and designated as an amendment or waiver, as appropriate. No failure by any party to insist on the strict performance of any provision of this Escrow Agreement or to exercise any right or remedy hereunder, will be deemed a waiver of such performance right or remedy or of any other provision of this Escrow Agreement. This Escrow Agreement shall not be modified or amended in any way that could jeopardize, impair, or modify the Escrow Account's qualified settlement fund status.

G. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Escrow Agreement.

H. Severability. If any provision of this Escrow Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties to the extent possible. In any event, all other provisions of this Escrow Agreement will be deemed valid and enforceable to the extent possible.

I. Confidentiality. All information disclosed by any Party (or its representatives), whether before or after the date hereof, in connection with the transactions contemplated by or the discussion and negotiations preceding this Escrow Agreement, to any other Party (or its representatives) will be kept confidential by such other Party and its representatives and will not be used by any such persons other than as contemplated by this Escrow Agreement, expect to the extent that such information: (a) was known by the recipient when received; (b) is or hereafter becomes lawfully obtainable from other sources; (c) is necessary or appropriate to disclose to a governmental entity having jurisdiction over the Parties, or as may otherwise be required by applicable law or by the Court; or (d) to the extent such duty as to confidentiality is waived in writing by the other Party.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Escrow Agreement to be executed on the day and year first above written.

SO AGREED ON BEHALF OF CLAIMANTS' COUNSEL:

By: ____________________________
Erin Copeland
Fibich Leebron Copeland Briggs & Josephson

SO AGREED ON BEHALF OF ESQUIRE BANK, AS DEPOSITORY BANK

By: ____________________________
Name:
Title:
Bank's legal name:

SO AGREED ON BEHALF OF PROVIDIO MEDISOLUTIONS, LLC, AS ADMINISTRATOR

By: ____________________________
Ginger Susman, Esquire
President